

RESOLUTION NO. 80-62

RESOLUTION APPROVING AMENDED AND RESTATED
MEMBER AGREEMENT FOR CONSTRUCTION OPERATION
AND FINANCING OF NCPA GEOTHERMAL GENERATING
UNIT #2 PROJECT

BE IT RESOLVED BY the City Council of the City of
Lodi as follows:

SECTION 1. The attached Amendment to the Member
Agreement for construction, operation, and financing of NCPA
Geothermal Generating Unit No. 2 dated June 15, 1977, is hereby
approved by this City Council.

SECTION 2. The City Council of the City of Lodi does
hereby authorize the Mayor and City Clerk to execute such
Amendment.

Dated: April 23, 1980

I hereby certify that Resolution No. 80-62 was
passed and adopted by the City Council of Lodi
in an adjourned regular meeting held April 23,
1980 by the following vote:

Ayes:	Councilmen - Hughes, Katnich, McCarty, Pinkerton and Katzakian
Noes:	Councilmen - None
Absent:	Councilmen - None


ALICE M. REIMCHE
CITY CLERK

AMENDED AND RESTATED MEMBER AGREEMENT
FOR CONSTRUCTION, OPERATION AND FINANCING
OF NCPA GEOTHERMAL GENERATING UNIT #2 PROJECT

This Agreement, made as of January 1, 1980, by and between Northern California Power Agency, a joint powers agency of the State of California, hereinafter called "NCPA," and those of its members who execute this Agreement; hereinafter called "Purchasing Participating Members," witnesseth: that

WHEREAS, NCPA and those of its members therein designated as "Participating Members" entered into an agreement called "NCPA Member Agreement for Participation in Electric Power Development Fund," dated July 1, 1975, as amended, hereinafter called the Development Fund Agreement, to provide for the development and planning of electric generating projects and associated works and which Development Fund Agreement resulted in the creation of the following "Participating Percentages" among those Participating Members:

City of Alameda	14.994%
City of Biggs	0.167%
City of Gridley	0.334%
City of Healdsburg	3.177%
City of Lodi	14.560%
City of Lompoc	3.266%
City of Roseville	3.177%
City of Santa Clara	54.651%
City of Ukiah	4.972%
Plumas-Sierra R. E. C.	<u>0.702%</u>
	100.000%

1 WHEREAS, pursuant to the Development Fund Agreement,
2 NCPA has entered into a "Geothermal Steam Sales Agreement" with
3 Shell Oil Company, dated as of June 27, 1977, here-
4 inafter called the Shell Agreement, which provides for the supply
5 of geothermal steam for an electric generating plant to be known
6 as NCPA Geothermal Generating Unit No. 2; and

7 WHEREAS, pursuant to the Development Fund Agreement and
8 particularly article 10(c) thereof, NCPA and some or all of the
9 Participating Members entered into a further agreement with
10 respect to the specific project to be constructed under the
11 Shell Agreement, to prepare for the financing of the Project,
12 which may include the issuance of Bonds, which agreement was
13 entitled "Member Agreement for Construction, Operation, and
14 Financing of NCPA Geothermal Generating Unit #2 Project" and
15 dated as of June 15, 1977, herein called the "Member Agreement",
16 and

17 WHEREAS, such agreement provided for supplemental agree-
18 ments to clarify the assurances and make the obligations thereof
19 more specific, to satisfy legal requirements, and provide
20 security for the bonds to be issued thereunder; and

21 WHEREAS, the changes contained in this revision have
22 been negotiated to accomplish the purposes set forth in the next
23 above recital; now therefore, the said Member Agreement is
24 hereby revised to read as follows:

25 1. Definitions. Terms used herein that are defined in
26 the Development Fund Agreement have the same meaning in this
27 Agreement as in that agreement, unless otherwise specified, and
28 in addition:

1 (a) "Agreement" means the Member Agreement for
2 Construction, Operation, and Financing of NCPA Geothermal
3 Generating Unit No. 2 Project, as amended from time to
4 time.

5 (b) "Bonds" means bonded indebtedness, loans, letters
6 of credit or any other evidences of indebtedness issued
7 to finance the Project. For the purposes of this Agree-
8 ment, Bonds whether issued by NCPA or by a nonprofit
9 corporation acting on behalf of NCPA shall be treated
10 as NCPA Bonds.

11 (c) "Bond Indenture" means any indenture or other
12 instrument pursuant to which (i) securities having the
13 benefit of Section 5(b) may be issued or (ii) money,
14 the repayment of which is secured by Section 5(b), may
15 be borrowed.

16 (d) "Electric System" means all properties and
17 assets, real and personal, tangible and intangible, of
18 the Purchasing Participating Member now or hereafter
19 existing, used or pertaining to the generation, trans-
20 mission, transformation, distribution and sale of electric
21 power and energy, including all additions, extensions,
22 expansions, improvements and betterments thereto and
23 equipments thereof; provided, however, that to the extent
24 the Purchasing Participating Member is not the sole owner
25 of an asset or property, only the Purchasing Participating
26 Member's ownership interest in such asset or property
27 shall be considered to be part of its Electric System.

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1 (e) "Generating Plant" means the plant provided for
2 in the Shell Agreement.

3 (f) "NCPA Geothermal Generating Unit #2 Project"
4 or "Project" means the Generating Plant and all other
5 NCPA works contemplated by the Shell Agreement, or which
6 are necessary or convenient for delivering the output of
7 the Generating Plant to Participating Members or others.

8 (g) "Purchasing Participating Members" means those
9 Participating Members who participate in carrying out
10 the Shell Agreement by signing this Agreement.

11 (h) "Purchasing Participation Percentage" means
12 those percentages derived by dividing the Participation
13 Percentage of each Purchasing Participating Member by
14 the sum of the Participation Percentages of all Purchasing
15 Participating Members.

16 (i) "Revenues" means all income, rents, rates, fees,
17 charges, and other moneys derived by the Purchasing Parti-
18 cipating Member from the ownership or operation of its
19 Electric System, including, without limiting the gener-
20 ality of the foregoing, (i) all income, rents, rates,
21 fees, charges, or other moneys derived from the sale,
22 furnishing, and supplying of the electric power and
23 energy and other services, facilities, and commodities
24 sold, furnished, or supplied through the facilities of
25 the Electric System, (ii) the earnings on and income
26 derived from the investment of such income, rents, rates,
27 fees, charges or other moneys to the extent that the use
28 of such earnings and income is limited by or pursuant to

law to the Electric System and (iii) the proceeds derived by the Purchasing Participating Member directly or indirectly from the sale, lease or other disposition of a part of the Electric System as permitted hereby, but the term "Revenues" shall not include customers' deposits or any other deposits subject to refund until such deposits have become the property of the Purchasing Participating Member.

(j) "Trustee" means the trustee under a Bond Indenture or, if there is no trustee, the party identified therein as "Trustee" for purposes of this Agreement.

2. Purpose. The purpose of this Agreement is to allocate the electric power to be made available from the NCPA Geothermal Generating Unit #2 to Purchasing Participating Members, and to provide a mechanism for the financing of such Project.

3. Construction and Operation. NCPA will use its best efforts to finance, construct, own, and operate the Project, and make all necessary replacements, and obtain all necessary authority and rights, and do all things necessary and convenient therefor. Purchasing Participating Members will cooperate with NCPA to that end, and will give any and all clarifying assurances by supplemental agreements that may be reasonably necessary in the opinion of NCPA's bond counsel to make the obligation herein more specific, to satisfy legal requirements and provide security for the Bonds, including, but not limited to, covenants on the issuance of additional

1 indebtedness payable out of Revenues of the Electric System, if
2 any.

3 The Bonds shall be secured only by the Revenues of the
4 Electric System of the Purchasing Participating Members. The
5 Bonds may be issued by NCPA or by a nonprofit corporation
6 acting on behalf of NCPA, which for the purposes of this Agree-
7 ment are treated as NCPA Bonds. Any such nonprofit corporation
8 may hold title (fee or leasehold interest) to the Project during
9 the period when its Bonds are outstanding, but shall then
10 transfer ownership of the Project to NCPA.

11 If Bonds are issued by a nonprofit corporation on behalf
12 of NCPA, NCPA shall transfer and assign to such nonprofit cor-
13 poration that portion of the payments received hereunder from
14 Purchasing Participating Members which is sufficient to meet
15 the nonprofit corporation's obligations, including debt service
16 on Bonds, and upon notice from NCPA each Purchasing Participating
17 Member may be required to pay such portion directly to the non-
18 profit corporation. Such transfer and assignment by NCPA shall
19 be made effective for such time as NCPA shall determine and pro-
20 vide.

21 4. Sale of Power from Generating Plant. NCPA will do
22 all things necessary and possible to deliver the output of the
23 Project to Purchasing Participating Members in accordance with
24 their Purchasing Participation Percentages, at a point on or
25 adjacent to the Electric System of the Purchasing Participating
26 Member, reasonably well adapted to the ability of such Member to
27 utilize the power, and to make all necessary and possible arran-
28 ments for transmission of such power over the lines of others,

1 and for additional power required from others as reserves against
2 planned or emergency service interruptions.

3 5. Rates and Charges. Until Bonds are issued, total
4 costs of the Project to NCPA will be paid pursuant to the Develop-
5 ment Fund Agreement.

6 (a) Commencing with the commercial operation of the
7 Project, NCPA or a nonprofit corporation undertaking to
8 finance the Project on behalf of NCPA, shall fix charges
9 based on the anticipated power output of the Project to
10 produce Revenues not exceeding the amounts anticipated
11 to be needed to meet the total costs to provide power from
12 the Project, including but not limited to debt service on
13 Bonds, purchase of steam and all other payments provided
14 for under the Shell Agreement, operation and maintenance
15 costs and necessary replacements, and a reasonable reserve
16 for contingencies, and to repay NCPA for all other Project
17 costs.

18 (b) Commencing with the issuance of Bonds for the
19 Project, but only to the extent that the funds provided
20 under Section 5(a) hereof are not sufficient for such
21 purpose and that the obligations under this Section 5(b)
22 of the Purchasing Participating Members are pledged or
23 assigned at the sole discretion of NCPA under any security
24 agreement for Project Bonds of NCPA or a nonprofit cor-
25 poration which has issued Project Bonds on behalf of NCPA,
26 each Purchasing Participating Member shall pay to NCPA,
27 to such corporation or to an assignee of either of them
28 (consent to which assignment is hereby given) an amount

1 equal to such Purchasing Participating Member's Purchasing
2 Participation Percentage of the total cost to pay all
3 amounts of principal and interest on the Bonds and all
4 other payments required to be made under the Bond In-
5 denture or other agreement or instrument providing for
6 the issuance and repayment of the Bonds.

7 The obligation of this Section 5 is incurred by each
8 Purchasing Participating Member for the benefit of future
9 holders of NCPA Project Bonds and for the provider of the
10 steam under the Shell Agreement, among others, under the
11 Project, and shall commence and continue to exist and be
12 honored by Purchasing Participating Members whether or
13 not power is furnished to them from the Project at all
14 times or at all, (which provision may be characterized
15 as an obligation to pay all costs on a take-or-pay basis
16 whether or not such project output is delivered or pro-
17 vided), to the extent that such a provision is, at the
18 sole discretion of NCPA, included in any security agree-
19 ment for NCPA Project Bonds.

20 The Purchasing Participating Member shall make payments
21 under this Agreement solely from the Revenues of, and as
22 an operating expense of, its Electric System, whether or
23 not the Project is completed, operable, operating, or
24 retired and notwithstanding the suspension, interruption,
25 interference, reduction or curtailment of Project output
26 or the power and energy contracted for in whole or in part,
27 for any reason whatsoever, to the extent that such a pro-
28 vision is, at the sole discretion of NCPA, includable in

1 any security agreement for NCPA Project Bonds. Such pay-
2 ments are not subject to any reduction, whether by offset
3 or otherwise, and are not conditioned upon performance by
4 NCPA or any other Purchasing Participating Member under
5 this Agreement or any other agreement. Nothing herein
6 shall be construed as prohibiting Purchasing Participating
7 Member from using any other funds and revenues for pur-
8 poses of satisfying any provisions of this Agreement.

9 No Purchasing Participating Member shall be liable
10 under this Agreement for the debts of any other Purchasing
11 Participating Member.

12 The Purchasing Participating Member covenants and
13 agrees to establish and collect fees and charges for
14 electric power furnished through facilities of its
15 Electric System sufficient to provide Revenues adequate
16 to meet its obligation under this Agreement and to pay
17 any and all other amounts payable from or constituting
18 a charge and lien upon any or all such Revenues.

19 The Purchasing Participating Member covenants and
20 agrees that it shall, at all times, operate the proper-
21 ties of its Electric System and the business in connec-
22 tion therewith in an efficient manner and at reasonable
23 cost and shall maintain its Electric System in good
24 repair, working order, and condition.

25 5A. Annual Budget and Billing Statement. NCPA will
26 adopt an annual budget pursuant to Section 8.

27 A billing statement prepared by NCPA will be sent to
28 the Purchasing Participating Member not later than the fifteenth

1 (15th) day after the end of the billing period showing the
2 amount payable by the Purchasing Participating Member as its
3 Purchasing Participating Percentage of monthly costs, as monthly
4 costs are defined in the Bond Indenture, for the preceding
5 billing period and the amount of any credits. Amounts shown on
6 the billing statement are due and payable thirty (30) days after
7 the date of the billing statement. Any amount due and not paid
8 by the Purchasing Participating Member within thirty (30) days
9 after the date of the billing statement shall bear interest from
10 the due date until paid at an annual rate to be established by
11 NCPA at the time of the adoption of the Annual Budget.

12 On or before the day five (5) calendar months after the
13 end of each fiscal year, NCPA shall submit to the Purchasing
14 Participating Member a statement of the aggregate monthly costs
15 for such fiscal year. If the actual monthly costs and the
16 Purchasing Participating Member's Purchasing Participation Per-
17 centage thereof, pursuant to this Agreement or under the Bond
18 Indenture, and other amounts payable for any fiscal year exceed
19 the estimate thereof on the basis of which the Purchasing Parti-
20 cipating Member has been billed, the deficiency shall be added
21 to the next succeeding billing statement. If the actual aggre-
22 gate monthly costs and the Purchasing Participating Member's
23 Purchasing Participation Percentage thereof and any adjustment
24 of or credit to the Purchasing Participating Member's Purchasing
25 Participation Percentage thereof or other amounts payable for
26 any fiscal year are less than the estimate on the basis of which
27 the Purchasing Participating Member has been billed, NCPA shall

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1 credit such excess against the Purchasing Participating Member's
2 next billing statement.

3 If a Purchasing Participating Member shall question or
4 dispute the correctness of any billing statement by NCPA, it
5 shall pay NCPA the amount claimed when due and shall within
6 thirty (30) days of its receipt request an explanation from
7 NCPA. If the bill is determined to be incorrect, NCPA will
8 issue a corrected bill and refund any amount which may be due
9 the Purchasing Participating Member.

10 If NCPA and the Purchasing Participating Member fail to
11 agree on the correctness of a bill within thirty (30) days
12 after the Member has requested an explanation, the parties shall
13 promptly submit the dispute to arbitration under section 1280
14 et seq. of the Code of Civil Procedure.

15 5B. Obligation in the Event of Default. Upon failure
16 of the Purchasing Participating Member to make any payment in
17 full when due under this Agreement or to perform any other obli-
18 gation hereunder, NCPA shall make demand upon such Purchasing
19 Participating Member, and if said failure is not remedied within
20 thirty (30) days from the date of such demand, it shall consti-
21 tute a default at the expiration of such period. Notice of such
22 demand shall be provided to the other Purchasing Participating
23 Members by NCPA.

24 Upon the failure of the Purchasing Participating Member
25 to make any payment which failure constitutes a default under
26 this Agreement, NCPA shall use its best efforts to sell and
27 transfer all or a portion of such Purchasing Participating
28 Member's Purchasing Participation Percentage of Project output

1 for all or a portion of the remainder of the term of this Agree-
2 ment. If all or any portion of the Purchasing Participating
3 Member's Purchasing Participation Percentage of Project output
4 is transferred, the Purchasing Participating Member's share shall
5 not be reduced, and the Purchasing Participating Member shall
6 remain liable to NCPA to pay the full amount of its Purchasing
7 Participation Percentage of monthly costs as if such sale had
8 not been made, except that such liability shall be discharged
9 to the extent that NCPA shall receive payment from the transferee
10 thereof. If such default shall cause NCPA to be in default under
11 the Bond Indenture, NCPA may terminate the provisions of this
12 Agreement insofar as the same entitle the Purchasing Participat-
13 ing Member to its Purchasing Participation Percentage of Project
14 output. Except for such termination, the obligations of the
15 Purchasing Participating Member under this Agreement shall con-
16 tinue in full force and effect.

17 Upon the failure of any Purchasing Participating Member
18 to make any payment which failure constitutes a default under
19 this Agreement, or upon termination, and except as transfers are
20 made pursuant to the foregoing paragraph, the Purchasing Partici-
21 pating Member's Purchasing Participation Percentage of each non-
22 defaulting Purchasing Participating Member shall, to the extent
23 included in the Bonds, be automatically increased for the re-
24 maining term of this Agreement pro rata with that of the other
25 nondefaulting Purchasing Participating Members and the defaulting
26 Purchasing Participating Member's Purchasing Participation
27 Percentage shall, (but only for purposes of computing the respec-
28 tive Purchasing Participation Percentages of the nondefaulting

Purchasing Participating Members), be reduced correspondingly; provided, however, that the sum of such increases for any non-defaulting Purchasing Participating Member shall not exceed, without written consent of the nondefaulting Purchasing Participating Members, an accumulated maximum of 25% of the nondefaulting Purchasing Participating Member's original Purchasing Participation Percentage.

If the Purchasing Participating Member shall fail or refuse to pay any amounts due to NCPA, the fact that other Purchasing Participating Members have increased their obligations to make such payments shall not relieve the defaulting Purchasing Participating Member of its liability for such payments, and any Purchasing Participating Members increasing such obligation shall have a right of recovery from the defaulting Purchasing Participating Member to the extent of such respective increase.

The Trustee shall have the right, as a third party beneficiary, to initiate and maintain suit to enforce this Agreement to the extent provided in the Bond Indenture.

5C. Covenant with Respect to Additional Obligations of Purchasing Participating Member: The Purchasing Participating Member shall not issue bonds, notes or other evidences of indebtedness, or cause indebtedness to be issued on its behalf or enter into an agreement to take or to take-or-pay for power and energy from a project, payable from the Revenues of its Electric System on a parity with or superior to the payment of operating expenses of its Electric System, (including monthly costs as defined in the Bond Indenture), unless such indebtedness or agreement is on a parity with operating expenses and

1 either (i) an independent consulting engineer or engineering
2 firm or corporation having a national and favorable reputation
3 for special skill, knowledge and experience in analyzing the
4 operations of electric utility systems shall render and file with
5 NCPA a written opinion that the incurrence of any such indebted-
6 ness or the entering into any such agreement will not materially
7 adversely affect the capacity of such Purchasing Participating
8 Member to meet its obligations and covenants under this Agree-
9 ment; or (ii) the annual payments under such indebtedness or
10 agreement are fixed and the Revenues for the fiscal year next
11 preceding the approval of such indebtedness or agreement are at
12 least (a) 1.25 times the maximum annual amount of such payments
13 pursuant to Section 5(b) hereof and under the proposed indebted-
14 ness or agreement and all other similar indebtedness and agree-
15 ments, plus (b) the sum of all other amounts payable from or
16 constituting a charge or lien upon any of the Revenues in such
17 preceding fiscal year.

18 6. Transfer, Assignment, Sale and Exchange of Power
19 and Rights Thereto. This Section places no restraint upon any
20 transfer, assignment, sale or exchange of Project power or
21 rights thereto, of any Purchasing Participating Member when such
22 transfer, assignment, sale or exchange is for the direct or
23 indirect use of the customers of its Electric System. With
24 regard to such transfers, assignments, sales or exchanges the
25 Purchasing Participating Member has unfettered rights so far
26 as this Agreement is concerned.

27 As used in this Section, the transfer, assignment,
28 exchange or sale of power includes the transfer, assignment,

1 exchange or sale of rights thereto.

2 (a) As to any other disposition of Project power, any
3 Purchasing Participating Member may subject to its obli-
4 gations under Section 5 of this Agreement transfer,
5 assign, sell or exchange power to which it is entitled
6 under this Agreement to others only as provided for in
7 this Section.

8 (b) Such power shall be offered first to those
9 other Purchasing Participating Members in this Project
10 which desire to acquire such power for the use of the
11 customers of their Electric Systems solely. Each such
12 Purchasing Participating Member shall be limited in its
13 right to such power as against any other Purchasing
14 Participating Member to its Purchasing Participation
15 Percentage thereof.

16 (c) Any such power not accepted by other Purchasing
17 Participating Members shall be offered secondly to such
18 members of the Development Fund which are not Purchasing
19 Participating Members, which shall be limited in their
20 rights as against each other to the proportion which their
21 Participation Percentage is to the total of the Partici-
22 pation Percentage of all such members.

23 (d) Such power may then be offered to any person or
24 entity provided that at no time shall any portion of such
25 power be transferred, assigned, sold or exchanged with
26 nonexempt entities as defined in section 103(b) of the
27 Internal Revenue Code of 1954, as amended, if such
28 transfer, sale or exchange will cause any Bonds issued

1 with respect to the Project to be treated as industrial
2 revenue bonds within the meaning of section 103(b) of
3 the Internal Revenue Code of 1954, as amended, and
4 subject to federal income taxes.

5 (e) Any such transfer, assignment, sale or exchange
6 of power provided for herein shall be in accordance with
7 terms and conditions set forth by the Development Fund
8 Agreement and subject to the principles of economic
9 dispatch.

10 (f) The Participating Members receiving power under
11 paragraph (b) or (c) above shall pay the transferring
12 Purchasing Participating Member for such power an amount
13 not more than the cost of such power to such transferring
14 Purchasing Participating Member under Section 5 of this
15 Agreement plus all other costs of such Purchasing Parti-
16 cipating Member related to such transferred power.

17 (g) To the extent not prohibited by existing contracts
18 no Purchasing Participating Member shall purchase power
19 from any other source exclusive of its own generating
20 projects if power is available under this Section at
21 lower cost, to the extent of such availability and any
22 other Participating Member receiving power by transfer,
23 assignment, sale or exchange hereunder shall agree to the
24 same restriction as a condition of such receipt.

25 (h) Upon request NCPA will arrange such transaction
26 under this Section as is desired by a Purchasing Partici-
27 pating Member.

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(i) No Purchasing Participating Member shall transfer ownership of substantially all of its Electric System to another entity until it has first complied with the provisions of this subsection. A consolidation with another governmental entity or change in governmental form is not deemed a transfer of ownership.

(1) Before the date of such transfer, the rights of the transferring Purchasing Participating Member under this Agreement shall have been disposed of by transfer, assignment, sale or exchange pursuant to provisions of subsections (a), (b), (c) and (e) of this Section 6, and subject to the limitations of subsection 6(d), effective as of the date of the transfer.

(2) Such disposition of power must be under terms and conditions that provide assurances to the holders of any outstanding Bonds secured by the Revenues of the Electric System of the Purchasing Participating Member which is transferring ownership of its Electric System at least equivalent to the pledge herein of such Revenues, in order that NCPA's obligations under this Agreement, and under the Shell Agreement, and under Bond Indentures for the Project, and under other agreements made or to be made by NCPA to carry out the Project, may be promptly and adequately met. NCPA may require that sufficient moneys to discharge such obligations be irrevocably set aside and maintained in a trust account, as a condition to the transfer of the Electric System, if

no other adequate assurance is available.

(j) No transfers, assignments, sales or exchanges shall diminish any Purchasing Participating Member's Project allocation without its consent, except in the case of a Purchasing Participating Member which sells its Electric System, and then only as provided in subsection (i), and except as provided in Section 5B.

7. Insurance and Indemnification. NCPA will obtain comprehensive and adequate casualty insurance on this Project. NCPA shall also indemnify and hold harmless its Purchasing Participating Members from any liability for bodily injury or property damage resulting from any accident or occurrence arising out of or in any way related to its construction and operation of such Project, and shall obtain insurance for such indemnification agreements in limits fixed by NCPA.

8. Decisions. All decisions and expenditures by NCPA under this Agreement shall be made in the manner provided for decisions and expenditures in the Development Fund Agreement.

9. Term. This Agreement shall not take effect until it has been executed by all Participating Members. This Agreement shall not be binding upon Plumas-Sierra Rural Electric Cooperative until approved in writing by the Administrator of the Rural Electrification Administration. The term of this Agreement shall continue until all Bonds issued have been retired, or full provisions made for their retirement, including interest until retirement date.

10. Termination and Amendments. This Agreement shall not be subject to termination by any party under any circum-

stances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided herein.

So long as any of the Bonds are outstanding and unpaid or funds are not set aside for the payment or retirement thereof in accordance with the Bond Indenture, this Agreement shall not be amended, modified or otherwise changed, or rescinded, by agreement of the parties: (i) in any manner that will have a material adverse effect on the payment of the principal of and premium, if any, and interest on the Bonds as they respectively become payable, (ii) in any manner that would limit or reduce the obligation of the Purchasing Participating Members to make payments pursuant to this Agreement, or (iii) without the consent of the Trustee. In this regard, NCPA shall cause notice of the proposed execution and delivery of any such amendment together with a copy of the proposed amendment to be mailed by first class mail, postage prepaid, to the Trustee at least fifteen (15) days prior to the proposed date of execution and delivery of any such amendment. The Trustee shall be deemed to have consented to the execution and delivery of any such amendment if NCPA does not receive a letter of protest or objection thereto signed by or on behalf of the Trustee on or before 4:30 o'clock P.m., local time, at the principal office of the NCPA, on the fifteenth (15th) day after the mailing of said notice and a copy of the proposed amendment.

IN WITNESS WHEREOF each Purchasing Participating Member has executed this Agreement with the approval of its governing body, and caused its official seal to be affixed and NCPA has

1 authorized this Agreement in accordance with the authorization .
2 of its Commission.

3
4 NORTHERN CALIFORNIA POWER
5 AGENCY

6 By Fred K. [unclear]
7 And Glad [unclear]

8 CITY OF ALAMEDA

9 By _____
10 and _____

11 CITY OF BIGGS

12 By _____
13 and _____

14 CITY OF GRIDLEY

15 By _____
16 and _____

17 CITY OF HEALDSBURG

18 By _____
19 and _____

20
21 CITY OF LODI

22 By _____
23 and _____

24 CITY OF LOMPOC

25 By _____
26 and _____

CITY OF ROSEVILLE

By _____
and _____

CITY OF SANTA CLARA

By _____
and _____

CITY OF UKIAH

By _____
and _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By _____
and _____